

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA
At Charleston

MARK J. MCGHEE; et al.,
Plaintiffs,

v.

CIVIL ACTION NO. 2:05-0326
Joseph R. Goodwin, District Judge

DWIGHT WHITLEY, Individually,
and as An Employee and Agent
of Lewis Transport, Inc.;
LEWIS TRANSPORT, INC.;
and NORTHLAND INSURANCE COMPANY,
Defendants.

**ORDER APPROVING SETTLEMENT AND
DISMISSING CIVIL ACTION, WITH PREJUDICE**

On the 21st day of October, 2005, came the plaintiffs, in person and by their counsel, Gerald R. Lacy; and also appeared defendants Dwight Whitley and Lewis Transport, Inc., by their counsel, David M. Adkins; and also appeared defendant Northland Insurance Company, by its counsel, Robert L. Hogan; and also appeared Nicholas S. Preservati, Guardian Ad Litem appointed in reference to the interests of the infant plaintiffs.

Whereupon, the parties represented to the Court that a compromise and settlement had been achieved in reference to this matter. The Court heard the representations of counsel and the Guardian Ad Litem, as well as the testimony of Mark J. McGhee, a plaintiff in his individual capacity and in his capacity as personal representative for the infant plaintiffs, concerning the factual basis for the claims at issue in this civil action and the compromise reached, and in particular, to the propriety of the compromise of the claims of the infant plaintiffs.

The Court, having duly considered the representations and testimony presented, finds as follows:

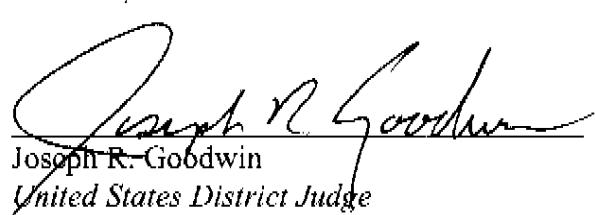
1. that the compromise and settlement is fair and reasonable;
2. that the compromise and settlement is in the best interests of the plaintiffs, including the infant plaintiffs;
3. that the compromise and settlement is the product of a knowing, intelligent and voluntary decision on the part of the plaintiffs, with the benefit of counsel of their own choosing, and is not the product of any undue advantage or inequity;
4. that the compromise and settlement provides for adequate compensation, including adequate compensation for the infant plaintiffs;
5. that the proposed compromise and settlement should be approved and ratified; and
6. that the services faithfully rendered and the fees requested by the Guardian Ad Litem have been, and are, reasonable and necessary.

It is therefore **Ordered** that the proposed compromise and settlement is hereby approved; that of the total proceeds of settlement, the sum of \$2500.00 will be allocated to each of the infant plaintiffs and invested in accordance with the representations made to the Court; and that the defendants shall pay the Guardian Ad Litem the sum of \$2109.00 for services rendered in this matter, which said payment, by agreement of the defendants, shall be made by defendants Whitley and Lewis Transport within a reasonable time.

It is further **Ordered** that this civil action shall be and is hereby **Dismissed, With Prejudice**. The Clerk of the Court is directed to remove this civil action from the Court's docket.

It is further **Ordered** that the Clerk of the Court deliver true copies of this Order to counsel of record at the addresses set forth below.

Enter: 9 November 2005


Joseph R. Goodwin
United States District Judge

Prepared for entry by:


Robert L. Hogan, WVS No. 5979
FARRELL, FARRELL & FARRELL, L.C.
914 5th Avenue
P.O. Box 6457
Huntington, WV 25772-7457
Telephone: (304)522-9100
Facsimile: (304)522-9162
Counsel for Northland Insurance Company

Approved for entry by:


Gerald R. Lacy, WVS No. 2120
Lacy & Dirks, L.C.
P.O. Box 2151
Charleston, WV 25328
Telephone: (304) 345-1772
Facsimile: (304) 345-1864
Counsel for Plaintiffs



David M. Adkins, WVS No. 9498
McQueen, Harmon & Murphy, L.C.
Cornerstone Building, Suite 100
1409 Greenbrier Street
P.O. Box 1831
Charleston, WV 25327-1831
Telephone: (304) 342-4200
Facsimile: (304) 342-4277
*Counsel for Dwight Whitley
and Lewis Transport, Inc.*


Nicholas S. Preservati, WVS No. 8050
P.O. Box 1431
Charleston, WV 25325
Guardian Ad Litem